

Terms and Conditions of Apollo Display Technologies, Corp.

By using this Web site, you signify your assent to these terms of use. If you do not agree to these terms of use, please do not use the site. We reserve the right, at our discretion, to change, modify, add, or remove portions of these terms at any time. Please check these terms periodically for changes. Your continued use of the Web site following the posting of changes to these terms will mean you accept those changes.

This 'Terms of Usage Agreement' ("Agreement") informs visitors of the rules and policies that govern our website communities. We use the term "visitors" to include both registered members of our website communities and any other person that accesses our website at any point for any amount of time, unless designated otherwise. Visitors are expected to follow any posted guidelines or rules. The term Customer includes client both current and past along with potential customers of Apollo services and products.

We may update this Agreement from time to time without notice. Any changes in our terms of usage will be incorporated into a revised Agreement that we will post on this website. All visitors and customers have the obligation to review changes to this Agreement. Unless otherwise specified, such changes shall be effective when they are posted. Your access or use of this website constitutes your agreement to be bound by this Agreement, including any changes that exist when you re-access our site.

If you do not agree with the terms of this agreement or any posted guidelines or rules, then do not use this website.

1. Payment for services and/or products

Customer shall pay Apollo Display Technologies, Corp. (hereinafter "Apollo") as is set forth on invoice(s) the full amount in good funds in United States Dollars. If no payment terms are set forth on the front side of our invoice(s) than payment is due upon receipt from the date of the invoice. All Sales are Final except as provided herein, no set-off's or discounts are allowed against any invoice without prior written approval from Apollo.

2. Sale of part(s) and/or product(s)

All sales are final and are non-cancellable and non-returnable except as provided herein. All sales are FOB Ronkonkoma, New York, 11779, United States of America. All sales are covered under the manufactures warranty and guarantees as provide by the manufacture of such part(s) and or product. Apollo makes no claim for the serviceability or usability of the product and relies on the customer to determine the suitability of the product and/or part(s) for the customers use. Title to the product passes to the customer at our facility. Customer is responsible for all transportation cost and insurance from our plant to the customers' delivery point as per the customers' purchase order. All international shipments must be paid in advance of shipment by means of a wire transfer to our bank in United States Dollars.

3. Title to part(s) and/or product(s)

Customer agrees that title to the purchased part(s) and/or product(s) shall be vested in Apollo until such time as Customer pays to Apollo the full consideration therefore as per the invoice(s) rendered.

4. Interest

Any sums due to Apollo hereunder, which are not paid on or before the date payment is due shall be subject to one and one-half percent (1.5%) per month interest charge commencing from the invoice date.

5. Returns of part(s) and/or product(s) from customer

All sales are final and are non-cancellable and non-returnable except as provided herein. In the event that the customer wishes to return part(s) and/or product(s) already paid, Apollo may authorize such returns and charge a restocking and handling fee equal to twenty percent (20%) of the sale price of such part(s) and/or product(s). Apollo will accept return of unused product for a period of seven (7) days following the authorization of such returns. Subsequently, Apollo, in its sole discretion, may accept return of unused product for credit equal to the purchase price of such product less a twenty percent (20%) restocking charge. For a period of seven (7) days following the date upon which a product becomes non-functional, Apollo will accept for credit or exchange, at its sole discretion, the unused portion of the product as verified and refunded to Apollo. No credit or refund will be given for product purchased more than thirty (30) days prior to the date of return. Customized part(s) are not returnable and non-cancellable.

6. Taxes

Apollo sell its' services and product on a wholesale level and as such our Customer warrants that it holds a valid resale certificate for the purchase of all parts and/or products and will provided a valid copy of the certificate prior to the delivery of any orders along with any other required documentation signed by an authorized official of the company. Customer agrees to be responsible for the collection and remittance of all local and state sales and/or use taxes imposed or retroactively imposed in connection with this purchase. The Customer certifies that this purchase is not for its' own use and is for resale in conformance with current state and local sales and use tax law(s) any other purchase will be subject to sales and use tax which the Customer acknowledges is the subject to such taxes.

7. Promotional, samples and evaluation materials and/or products

Customer agrees and acknowledges that it is the Customer's responsibility to make certain that any and all promotional, sample and/or evaluation material supplied by Apollo is the property of Apollo and shall be returned to Apollo promptly after a reasonable period of time to test and/or evaluate such product. The Customer agrees to hold such material including drawings, know how in strict confidence and not allow or permit any reverse engineering of said material.

8. Services provided by APOLLO

Customer understands and acknowledges that Apollo is both a distributor of part(s) and/or product(s) for various manufacturers and a valued added provider of customized solutions of product(s) and part(s). Customer also understands and acknowledges that Apollo has no control over the product(s) and/or part(s) provided by the various manufactures that are distributed by Apollo. The Customer understands and acknowledges that Apollo cannot be held responsible for delays in delivery of part(s) and/or product(s) caused by or the result of various manufactures of such part(s) and/or product(s) for any reason whatsoever. Customer agrees to provide and work on develop proper documentation including design; plans, specification and other necessary documents for the bidding, pricing and building customized solutions for the Customer. Furthermore, Customer acknowledges that once a product has been modified by Apollo for the benefit of the Customer any cost incurred by Apollo to undue the customization shall be paid for by the customer and billable at the then prevailing hourly billing rate for such work. The Customer acknowledges that such design intellectual property is the sole property of Apollo.

9. Warranty

Apollo shall pass through to purchaser such warranties as are provided to Apollo by the manufacture of such parts. The manufacturer's warranties passed on to Customer hereunder shall be the exclusive warranties provided to Customer hereunder. **No other warranty, expressed or implied, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose is made; and such warranties are hereby expressly disclaimed.**

10. Limitation of liability

Purchaser's sole and exclusive remedy relating to purchases under this Agreement shall be the remedy afforded by the service provider to Customer and/or Customer's customers. In no event shall Apollo be liable under this Agreement for lost profits or revenues, or other incidental, special, or consequential damages. In no event shall damages awarded against Apollo exceed the purchase price paid for the product out of which any claim may arise.

11. Consent to personal jurisdiction and venue; choice of law

Any suit, action or other legal proceeding arising out of this Agreement shall be brought in the courts of the State of New York. The parties to this Agreement hereby agree to, contract for and consent to the personal and subject matter jurisdiction of such court in any such suit, action or proceeding, and waive any objection which any of them may have to the laying of the venue of any such suit, action or proceeding in Suffolk County, New York. Except that, in the event that any suit or legal proceeding arising out of the Agreement is based on a claim over which exclusive jurisdiction is vested in the Courts of the United States, such suit, action or legal proceedings shall be brought in the Courts of the United States for the State of New York and venue shall lay only in the United States District Court for the Eastern District of New York. The Parties agree that this Agreement, being executed and delivered in the State of New York, is to be construed and interpreted in accordance with the doctrines of choice of Laws, conflict of laws or comity.

12. Incorporation

In the event that Customer has entered into any other agreements with Apollo including any other invoices for part(s) and/or product(s), the terms and conditions of this invoice shall be deemed to be complimentary to and not in lieu of the terms and conditions contained in such Agreements. The terms of this invoice supersedes any conflicting terms contained in any purchase order.

13. Attorney's fees

In the event Apollo employs the services of an attorney to effect the collection of any sums due hereunder, or to recover any part(s) and/or product(s), Apollo shall be entitled to recover from Customer reasonable attorney's fees and costs incurred by Apollo in effectuating such collection or recovery.

14. Customer

For purposes of this Agreement that term "Customer" shall have the meaning afforded such term in the trade and shall specifically include, Customers' employees, officers, directors, independent contractors, sales representatives, buyers, successors and/or assigns.

15. Heading and general rights

Headings are for a matter of convenience for the reading of these terms and conditions. Apollo Display Technologies, Corp. reserves the right to modified and change these terms and conditions without prior notice.

16. Restrictions on use of materials

Unless otherwise noted, all materials, including, but not limited to, news articles, images, illustrations, designs, icons, photographs, video clips and audio clips that are part of the Web site (collectively, the "Content") are protected by copyright and owned, controlled or licensed by the various companies whose product is listed and/or presented including Apollo and/or its' parent company, or the party credited as the provider of the Content. You shall abide by all additional copyright notices, information or restrictions contained in any Content accessed through the Web site.

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If you wish to build a hyperlink to the Web site, you may do so provided you agree to cease such link upon request from Apollo. No other use is permitted without prior written permission of Apollo.

Modification of the Content or use of the Content for any other purpose is a violation of Apollo copyright and other proprietary rights. For purposes of these terms, the use of any Content on any other web site or networked computer environment is prohibited. All trademarks, service marks and trade names are proprietary to Apollo.

17. Usage by children under 13

The Web site is directed to adults and is not directed to children under the age of 13. Apollo cannot prohibit minors from visiting the Web site. Apollo must rely on parents, guardians and those responsible for supervising children under 13 to decide which materials are appropriate for such children to view and/or purchase. Apollo complies with the Children's Online Privacy Protection Act and does not permit registration by and will not knowingly collect personally identifiable information from anyone under 13. This requirement will be posted wherever Apollo collects data within the Web site, such as during the registration process.

18. Jurisdiction

Unless otherwise specified, the Content on the Web site is presented solely for the purpose of promoting Apollo as an LCD Distributor and provider of custom solution for its' clients and other products available in the United States, its territories, possessions, and protectorates. The Web site is controlled and operated by Apollo from its offices within the States of New York. Apollo makes no representation that Content on the Web site is appropriate or available for use in other locations. Those who choose to access the Web site from other locations do so on their own initiative and are responsible for establishing the usability or correctness of any information or Content under any or all jurisdictions and the compliance of that information or Content with local laws, if and to the extent local laws are applicable.

Choice of law and forum

Apollo is originated and located in the United States, and this Agreement shall be governed by and construed in accordance with the laws of the State of New York, excluding its conflicts of law rules. Any dispute arising out of or relating to this Agreement or your access or use of this website will be subject to the exclusive jurisdiction of the courts located within the state of New York, and you hereby submit to the personal jurisdiction of such courts. If any provision in this Agreement is held invalid or unenforceable, that provision shall be construed in a manner consistent with applicable law to reflect the original intent of the provision, and the remaining provisions of this Agreement shall remain in full force and effect.

Other

These terms shall be governed by and construed in accordance with the laws of the State of New York. You agree that any action at law or in equity arising out of or relating to these terms shall be filed only in the state or federal courts located in New York County and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. If any provision of these terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions. You agree that regardless of any law or statute to the contrary, any claim or cause of action arising out of or relating to the Web site and these Terms of Service must be filed

within one (1) year of the date the cause of action arose, or be barred as untimely. This is the entire agreement between us relating to the subject matter herein and shall not be modified except as provided herein or in writing, signed by Apollo. To the extent that anything in or associated with the Web site is in conflict or inconsistent with this Agreement, this Agreement shall take precedence. Apollo's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision.

All users, including those users who access the Web site from a country other than the U.S., agree that the laws of the State of New York shall govern any dispute, including those arising from Apollo's use of personal information or otherwise relating to privacy, as specified in "[Your Privacy](#)".

19. Disclaimer

The content in the web site is provided "as is" and without warranties of any kind either expressed or implied. To the fullest extent permissible pursuant to applicable law, ALM disclaims all warranties of merchantability and fitness for a particular purpose.

ALM does not warrant that the functions contained in the content will be uninterrupted or error-free, that defects will be corrected or that the web site or the server(s) that makes the web site available are free of viruses or other harmful components.

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20. Limitation of liability

Under no circumstances, including, but not limited to, negligence, shall Apollo be liable for any special or consequential damages that result from the use of, or the inability to use, the content on the web site, even if Apollo or an ALM authorized representative has been advised of the possibility of such damages.

Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you. In no event shall Apollo's total liability to you for all damages, losses and causes of action (whether in contract, tort (including, but not limited to, negligence), or otherwise) exceed the amount paid by you, if any, for accessing the web site.

21. Not engineering advice

The Content contained on the Web site has been prepared by Apollo as a service to its readers and the Internet community and is not intended to constitute engineering advice, which can only be done with exact specification and a formal proposal and bid process. Apollo has used reasonable efforts in collecting, preparing and providing quality information and material, but does not warrant or guarantee the accuracy, completeness, adequacy or currency of the information contained on or linked to the Web site. Users of information from the Web site or links do so at their own risk.

22. Other products

Any reference made by the Web site to any specific commercial product, process, or service (or provider of such product, process or service) by trade name, trademark, hyperlink, or otherwise, does not constitute or imply an endorsement, recommendation, or favoring by Apollo. Content on the Web site may be provided by third parties and users. Any opinions, advice, statements, services, offers or other information expressed or made available by third parties, including information providers, users or others, are those of the respective author(s) or distributor(s) and do not necessarily state or reflect those of Apollo.

23. Links to other web sites and services

To the extent that the Web site contains links to outside services and resources, Apollo does not control the availability and content of those outside services and resources. Any concerns regarding any such service or resource, or any link thereto, should be directed to the particular service or resource.

24. Advice and opinions

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25. Disclaimer of warranties

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